

**APPENDIX F**  
**REAL ESTATE**

## **Introduction**

1. This appendix describes the real estate requirements for construction of the various project components for the Broward County Shore Protection Project. The non-Federal project sponsor is to provide all lands, easements, and rights of way in order to construct the project.

### **2. Government-Owned Land.**

a. There is one Federally-owned parcel in the project area. It is located adjacent to the Port Everglades south jetty. John U. Lloyd Beach State Recreation Area, at the northernmost limit of Segment III, is a state-owned park. There are numerous parks and street ends throughout Segments II and III which will be used for access. These parks and street ends are owned by the municipalities within Segments II and III.

There are existing erosion control lines (ECL) for the projects with the exception of the Ft. Lauderdale section R53 to R74. An ECL will be established prior to construction for Ft. Lauderdale. The mean high water line (MHW) is an estimate of where the ECL will be set. The State of Florida owns the submerged lands seaward of the proposed ECL (MHW), for the benefit of the people of the State.

### **3. Real Estate Requirements.**

a. Material dredged from State of Florida sovereign submerged lands or placed upon public lands seaward of the proposed ECL will require a Consent of Use from the State of Florida. The Consent of Use basically grants the rights to place material on state-owned submerged lands in accordance with the beach nourishment plans submitted with the application for an erosion control line. Also included in this document is the authority to use any submerged borrow areas and/or pipeline corridors. This document must be renewed with each renourishment contract.

b. Easements are needed for parcels located landward of the ECL. It is recommended that the non-federal sponsor acquire the standard perpetual beach storm reduction easement estate. In the event the non-federal sponsor encounters difficulties in acquiring this perpetual estate and so notifies the Corps of Engineers, it is recommended that approval be granted for the local sponsor to acquire a temporary beach storm reduction easement for a term concurrent with the life of the project. There are approximately 750 parcels that may require easements within Segments II and III.

c. Fill material will be borrowed from seven offshore borrow areas. A Consent of Use, or other appropriate instrument, will be obtained from the State of Florida for these borrow areas.

d. Access will be by public access routes located throughout the project area. Staging areas will be located within the easement areas acquired for project construction or seaward of the ECL's.

**4. Non-Federal Operation/Maintenance Responsibilities.** The non-Federal sponsor will operate and maintain the project for the project life. Future periodic nourishments are considered construction and will be performed in accordance with the Project Cooperation Agreement.

**5. Non-Federal Authority to Participate in the Project.**

a. Broward County, Florida is the non-Federal sponsor of the project and is a political subdivision of the State of Florida as provided by Article 8, Section 1 of the Florida Constitution.

b. Counties of Florida are empowered by Florida Statutes 125.001 to "Establish and administer programs of flood and beach erosion control..." By Chapter 127, counties are empowered to exercise eminent domain powers for any county purpose except certain restrictions apply on recreational projects.

**6. Minerals.** There are no known minerals of value in the project area.

**7. Hazardous and Toxic Wastes (HTW).** There have been no hazardous or toxic wastes identified within the project area.

**8. Relocation Assistance Payments (Public Law 91-646).** No persons or business will require relocation.

**9. Recreation Lands.** There are no separable recreational lands identified for the project.

**10. Structures and Facilities.** There are no structures and facilities to be affected as part of the Federal project.

**11. Acquisition/Administrative Costs.**

a. Federal Acquisition/Administrative Cost Estimate:

Project Planning	\$ 3,000
Review of Acquisition	12,000
Total Federal Administrative Cost	\$ 15,000

b. Non-Federal Acquisition/Administrative Cost Estimate:

Acquisitions	\$385,000
Total Non-Federal Administrative Costs	\$385,000

## **12. Summary of Real Estate Costs**

a.	Lands:	
	Lands:	0
	Improvements:	0
	Severance Damages:	0
	Minerals:	0
	Total Lands and Damages	\$ 0
b.	Acquisition/Administrative	
	Federal	15,000
	Non-Federal	385,000
c.	Public Law 91-646 (Relocation Assistance Payments) <sup>1</sup>	150,000
d.	Contingencies (25%)	137,500
e.	Total Real Estate Cost	\$687,500

## **13. Real Estate Acquisition Schedule.**

According to the latest project schedule, land acquisition is to be initiated in May 2000, with completion scheduled for May 2001. Acquiring the easements is the responsibility of the project sponsor, who expects full participation from all landowners.

## **14. Estates to be Acquired.**

It is recommended that the local sponsor acquire the standard perpetual beach storm reduction easement estate, as *is* described under item a. below. In the event the local sponsor encounters difficulties in acquiring a perpetual beach easement from a private owner and so notifies the Corps of Engineers, it is recommended that approval be granted for the local sponsor to acquire a temporary beach storm reduction easement for a term concurrent with the life of the project. This easement is described under item b.

a. Perpetual Beach Storm Damage Reduction Easement: A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts No. for use by the Project Sponsor, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach (a dune system) and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms (and dunes); to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any

---

<sup>1</sup> This is an expense for installation of cable conduit at the Naval Surface Warfare Center. The conduits will be used for the installation of future cable infrastructure to prevent impacts to the design beach section. The non-federal sponsor intends to seek credit towards the non-federal share of this expense.

other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project, together with the right of public use and access; (to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and snow fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas;) to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement (except ); (reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the (designated representative of the Project Sponsor) and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further) reserving to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

b. Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a term concurrent with the life of the project in, on, over and across the hereinafter described land for use by the Project Sponsor, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach (a dune system) and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms (and dunes); to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project, together with the right of public use and access; (to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and snow fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas;) to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement (except \_\_\_\_\_); (reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the (designated representative of the Project Sponsor) and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further) reserving to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements

hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

c. Consent of Use -

(1) There is no estate which the sponsor acquires from the State to place material seaward of the ECL, however, the State issues a permit type document known as a "Consent of Use". This consent is issued when the initial Water Quality Certificate is approved by the Florida Department of Environmental Regulation and the Erosion Control Line (ECL) is approved by the Governor and Cabinet.

(2) The consent of use basically grants the rights to excavate sand from and place sand on state-owned submerged land in accordance with the beach nourishment plans submitted with the application for an ECL. This document must be renewed with the renewal of the Water Quality Certificate.